

CONFIDENTIALITY / NON-SOLICITATION / NON-DISPARAGEMENT AGREEMENT ("CNSA")

This Confidentiality / Non-Solicitation Agreement ("Agreement") is made and entered into by and between me and Westinghouse Electric Company LLC ("Westinghouse") as of the date set forth below.

WITNESSETH:

WHEREAS, Westinghouse has offered to me either (A) employment into a role which includes participation in the Westinghouse Management Incentive Plan, (B) an internal promotion into a position which participates in the Westinghouse Management Incentive Plan, (C) an individually structured retention agreement and/or (D) continued employment in a position deemed by Westinghouse to require the protections stated herein; and

WHEREAS, this offer is conditioned, in part, on my execution of an agreement that protects Westinghouse's and its affiliates' legitimate business interest in protecting their respective customers, employees and goodwill on a world-wide basis against unfair solicitation and misappropriation of their confidential information; and

WHEREAS, I acknowledge Westinghouse's and its affiliates' legitimate business interest in protecting their respective customers, employees and goodwill on a world-wide basis against unfair solicitation and misappropriation of their confidential information and, as a condition of participating in the Westinghouse Management Incentive Plan, I am willing to sign this Agreement which adequately protects Westinghouse and its affiliates in that regard.

NOW, THEREFORE, in consideration of the premises and promises herein contained, and intending to be legally bound, I hereby agree as follows:

- (1) I acknowledge that I am an employee at-will, meaning that I can quit or be terminated at any time for any or no reason. Nothing contained herein in any way changes that employment status.
- (2) This Agreement will apply to my employment with Westinghouse and, if I later become employed by or provide services to any of Westinghouse's majority-owned subsidiaries or affiliates (individually a "Westinghouse Affiliate" and collectively, the Westinghouse Affiliates"), this Agreement also shall apply to my employment with and the services provided to each such Westinghouse Affiliate, each of whom is intended to be a third party beneficiary of this Agreement that can enforce this Agreement. I also acknowledge that this Agreement shall survive the termination of my employment with Westinghouse and all of the Westinghouse Affiliates.
- (3) During my employment with Westinghouse and any of the Westinghouse Affiliates, I shall devote my entire working time, ability and attention to Westinghouse's and, as applicable, each Westinghouse Affiliate's business and shall comply with all of their rules, regulations and procedures. During such time, I shall bring all potential business opportunities to Westinghouse or, as applicable, a Westinghouse Affiliate, and I shall not, without first obtaining Westinghouse's or, as applicable, the Westinghouse Affiliate's consent, (a) directly or indirectly, plan to or set-up any other business for my own account, or (b) render any services of a business nature to any other person or organization, whether for compensation or otherwise.
- (4) For purposes of this Agreement, "Confidential Information" includes all of Westinghouse's and the Westinghouse Affiliates' trade secrets, business secrets, technical secrets, research and development efforts, formulas, methodologies, inventions, know-how, customer information, including without limitation, the identity of personnel in the employ of customer and prospective customers, the nature and content of customer and vendor contracts, the amount or kind of customer purchases, and information customers provide to Westinghouse or a Westinghouse Affiliate on a confidential basis, along with all other business information not generally known to the public, in any and all tangible embodiments thereof, including, but not limited to, drawings, computer software, computer hardware, designs, specifications, estimates, blueprints, plans, data, reports, processes, models, memoranda, notebooks, notes, sketches, artwork, mock-ups, letters, manuals, documents, customer lists (including lists of prospective customers), employee privacy records such as SSNs and medical records, policy, procedure and training manuals, billing procedures and methods of operation, marketing and/or sales plans and proposals, financial information, costs and/or pricing information and all other competitive business information, photographs, motion pictures, and copies of all or portions thereof which in any way are related to the business or business plans of Westinghouse or a Westinghouse Affiliate.
- (5) During and after the termination of my employment with Westinghouse and any Westinghouse Affiliate (whatever the reason), I shall maintain the secrecy of and shall not, directly or indirectly, disclose, use, or permit the disclosure or use of any Confidential Information to or by anyone else, unless such disclosure or use is reasonably necessary to fulfill my duties to Westinghouse or a Westinghouse Affiliate or unless Westinghouse or, as applicable, a Westinghouse Affiliate, consents to such disclosure in advance and in writing.
- (6) I further agree that the disclosure, use, or allowing someone else to disclose or use Confidential Information would constitute a breach of trust and could cause irreparable injury to Westinghouse or, as applicable, the Westinghouse Affiliates, because it is essential to Westinghouse's and the Westinghouse Affiliates' competitive position that the Confidential Information be kept secret, safeguarded, and not used for my advantage or the advantage of others.

- (7) During my employment with Westinghouse and, as applicable, any Westinghouse Affiliates, and through the twelve (12) month period immediately following the termination of my employment with Westinghouse and all Westinghouse Affiliates (for any reason) (the "Restricted Period"), I will not, directly or indirectly, alone or as a director, officer, employee, agent, consultant, independent contractor, stockholder, partner, manager, member, joint venturer, or owner of (or as a lender or financier to) any person, company, business, enterprise, or entity, (a) solicit, encourage, or induce (or attempt to solicit, encourage, or induce) any client, customer, supplier, business partner, technology partner, contractor, subcontractor, licensor, licensee, landlord, lessor, or other person or entity with whom (i) Westinghouse or a Westinghouse Affiliate had a contractual relationship within the two (2)-year period preceding the termination of my employment with Westinghouse and all Westinghouse Affiliates, and (ii) I had personal contact and/or obtained or had access to Confidential Information, to cease doing business with (or to materially diminish or reduce its business relationship with) Westinghouse or, as applicable, the Westinghouse Affiliates, or to commence or expand a similar relationship relating to the development, design, sale, marketing, or use of nuclear energy products or services with any other person, company, business, enterprise, or entity.
- (8) During the Restricted Period, I will not, directly or indirectly, alone or as a director, officer, employee, agent, consultant, independent contractor, stockholder, partner, manager, member, joint venturer, or owner of (or as a lender or financier to) any person, company, business, enterprise, or entity (a) solicit, encourage, or induce (or attempt to solicit, encourage, or induce) any of Westinghouse's or the Westinghouse Affiliates' employees or service contractors to leave the employ or service of Westinghouse or such Westinghouse Affiliate, or in any way interfere with the relationship between Westinghouse or a Westinghouse Affiliate and its employees and/or service contractors, and/or (b) hire or engage or attempt to hire or engage any person who was an employee of Westinghouse or a Westinghouse Affiliate until six (6) months after such person's employment with Westinghouse or the Westinghouse Affiliate has ended.
- (9) Notwithstanding the foregoing, if I wish to engage in an activity prohibited by Sections (7) – (8), I will notify Westinghouse of the facts and circumstances and ask Westinghouse to waive the restrictions of this Agreement. Westinghouse, acting in its sole discretion, will inform me within fourteen (14) business days of receipt of my request whether it will waive some or all of the foregoing restrictions and I will abide by Westinghouse's decision. All submissions by me shall be in writing, certified mail, return receipt requested and addressed to the President and Chief Executive Officer and to the General Counsel of Westinghouse.
- (10) Upon the termination of my employment with Westinghouse and all Westinghouse Affiliates for any reason, I shall promptly return to Westinghouse or the applicable Westinghouse Affiliate the originals and copies of all materials, documents and computer-related or generated information concerning Westinghouse's or, as applicable, the Westinghouse Affiliate's business, including, but not limited to, Confidential Information. I also agree to maintain the integrity of all electronically-stored information and agree not to alter, damage or destroy such information before returning it to Westinghouse or, as applicable, a Westinghouse Affiliate, including not deleting any information from my computer, phone, or storage devices.
- (11) I acknowledge that the limitations contained in Sections (5) – (8) are reasonable and necessary to protect the legitimate business interests of Westinghouse and the Westinghouse Affiliates, given my position and job duties, my exposure to Confidential Information, and Westinghouse's and the Westinghouse Affiliates' global presence. I further acknowledge that the restrictions in Sections (5) – (8) will not unreasonably restrict my ability to obtain other meaningful employment.
- (12) I acknowledge that the offer, acceptance and/or continuation of employment with Westinghouse, inclusion into the Westinghouse Management Incentive Plan, and/or the benefits contained within an individually-structured Westinghouse retention agreement constitutes adequate and sufficient consideration for this Agreement.
- (13) I consent to Westinghouse providing any person or entity with information about my post-employment restrictions under this Agreement.
- (14) In the unlikely event that a court of competent jurisdiction shall determine that one or more of the provisions of Sections (5) – (8) are so broad as to be unenforceable, in whole or in part, then such provision(s) shall be deemed to be reduced in scope or length, as needed, to make the Section(s) enforceable.
- (15) If I violate any of the provisions of Section (7) – (8), the Restricted Period shall be extended by the number of days which equals the aggregate of all days during which such violations occurred.
- (16) I hereby irrevocably submit to the personal and exclusive jurisdiction of the United States District Court for the Western District of Pennsylvania or the Court of Common Pleas of Butler County, Pennsylvania in any action or proceeding relating to this Agreement and I hereby waive any objections to the venue and to the personal jurisdiction of such Courts.
- (17) Except as otherwise required by law, during the Restricted Period, I agree not to make any oral or written public statement or take any action which is intended, or would reasonably be expected to materially harm Westinghouse or any Westinghouse Affiliate, or any of their respective directors, officers, or employees, or which would reasonably be expected to lead to unwarranted or unfavorable publicity for Westinghouse or a Westinghouse Affiliate, or any of their respective directors, officers, or employees. If I am requested or required by interrogatories, subpoena, investigative demand or other procedure to make a statement regarding Westinghouse or disclose any information about anything that I may have gained knowledge about during the time I was employed by Westinghouse or a Westinghouse Affiliate, I agree to promptly notify the General Counsel of Westinghouse so that appropriate action may be taken.

- (18) The provisions of this Agreement are severable, and if any portion of this Agreement is found to be unenforceable, the other portions shall remain fully valid and enforceable.
- (19) Westinghouse strongly encourages me to discuss this Agreement with my private attorney (at my expense). I represent and agree that I fully understand my right to discuss all aspects of this Agreement with my private attorney, that to the extent, if any, that I desire. I have availed myself of this right, that I have carefully read and fully understand all of the provisions of this Agreement and that I am voluntarily entering into this Agreement.
- (20) I represent and acknowledge that, in executing this Agreement, I do not rely and have not relied upon any representation or statement made by Westinghouse or by any of Westinghouse's agents, representatives, or attorneys with regard to the subject matter hereof, the effect of this Agreement, or otherwise, that are not expressly set forth herein. I further acknowledge that my employment with Westinghouse or a Westinghouse Affiliate will not violate any restrictions imposed on me by any agreements with prior employers and that I can and will perform my job duties for Westinghouse or a Westinghouse Affiliate without using or disclosing any confidential information I obtained from any prior employers.
- (21) This Agreement does not and is not intended to supersede any other prior or simultaneously executed confidentiality, non-disclosure, and/or intellectual property agreement(s) between me and Westinghouse and any such other agreements shall remain in full force and effect and the obligations set forth in this Agreement shall be in addition to the obligations in any such other agreements.
- (22) I acknowledge that my breach of any of the provisions of this Agreement likely would subject Westinghouse or, as applicable, a Westinghouse Affiliate, to immediate and irreparable harm and shall entitle Westinghouse or, as applicable, a Westinghouse Affiliate, to pursue such preliminary, temporary or permanent injunctions or restraining orders or decrees as may be necessary to protect Westinghouse or, as applicable, a Westinghouse Affiliate, without the need to post a bond. Also, if a court of competent jurisdiction determines that I violated this Agreement, I will pay Westinghouse or, as applicable, the Westinghouse Affiliate, the reasonable costs and fees it incurred in obtaining the injunctive relief. Westinghouse's and the Westinghouse Affiliates' rights to equitable relief are in addition to all legal remedies Westinghouse or a Westinghouse Affiliate may have to protect its rights.
- (23) This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of laws principles.
- (24) Westinghouse's or a Westinghouse Affiliate's waiver of a breach of any provision of this Agreement by me does not waive any subsequent breach by me, nor will Westinghouse's or a Westinghouse Affiliate's failure to take action against any other employee for a similar breach operate as a waiver by Westinghouse or a Westinghouse Affiliate of a breach of this Agreement.
- (25) This Agreement may not be altered or amended except in writing, signed by me and the General Counsel of Westinghouse.
- (26) Westinghouse can assign this Agreement, and this Agreement shall inure to the benefit of Westinghouse's successors and assigns. I may not assign this Agreement.

ACCEPTANCE

I have read, understand and agree with and to the terms and conditions stated in this Confidentiality / Non-Solicitation Agreement, and by my signature I acknowledge that the consideration set forth in this Agreement is adequate compensation for all of my commitments contained herein, and that I have had the opportunity to consult with counsel of my own choosing regarding this Agreement, and that in signing this Agreement, I intend to be legally bound by it.

Accepted and executed this 24 day of April, 2015

Michael Kiroff
Printed Name

[Signature]
Signature